



ANL-71-COM (December 8, 2022)

**APPENDIX A**  
**Argonne Terms and Conditions**  
**For Commercial Goods and Services**

The clauses below that reference Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) citations are based on such clauses with modifications to identify appropriate parties and are not quoted verbatim from such regulations. The clause dates provided are for the most recent versions of the clause current as of the contract issuance date. Full text of the FAR/DEAR clauses are available at: <https://www.acquisition.gov> To the extent a FAR/DEAR clause is inapplicable, it is deemed null, void, and deleted for the purposes of this purchase. .

Definitions: As used herein, "Argonne National Laboratory," "Argonne," "ANL" and "Laboratory" are used interchangeably to mean Argonne National Laboratory, operated by UChicago Argonne, LLC, acting under Prime Contract No. DE-A02-06CH11357 between UChicago Argonne, LLC and the Government for the operation of Argonne National Laboratory. "Government" means the United States of America and includes the United States Department of Energy ("DOE") or any duly authorized representative thereof. "Laboratory Procurement Official" means the person identified in the body of the agreement as the authorized contact for the Contractor. All references to "Contracting Officer" should be directed to the "Laboratory Procurement Official" for further guidance. The Micro-Purchase Threshold is currently \$10,000 and the Simplified Acquisition Threshold (SAT) is currently \$250,000.

1. ACCEPTANCE (OCT 1999).....	2
2. ASSIGNMENT (OCT 1999) .....	2
3. FAR 52.242-13 – BANKRUPTCY (JUL 1995) .....	2
4. CHANGES (OCT 2018) .....	2
5. CONDUCT OF EMPLOYEES (MAY 2022) .....	2
6. ENVIRONMENTAL PROTECTION (MAY 2001).....	2
7. EXCUSABLE DELAYS (AUG 2021).....	2
8. EXPORT LICENSE AGREEMENT (AUG 2002) .....	2
9. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009).....	2
10. INSPECTION/ACCEPTANCE (OCT 2018) .....	2
11. INTEGRATION CLAUSE (OCT 1999).....	2
12. LABORATORY SITE ACCESS, SAFETY AND HEALTH (JUL 2022) .....	3
13. DEAR 970.5204-2 – LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000) .....	3
14. LIMITATION OF LIABILITY (OCT 2018) .....	3
15. MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONS (AUG 2021).....	3
16. OTHER COMPLIANCES (OCT 2018).....	4
17. OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (AUG 2021) .....	4
18. PAYMENTS (NOV 2020).....	4
19. REAL ID SITE ENTRY REQUIREMENTS (AUG 2021) .....	4
20. RISK OF LOSS (OCT 2018) .....	4
21. STATE AND LOCAL TAXES (APR 1984) .....	5
22. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007) .....	5
23. TERMINATION FOR CAUSE (OCT 2018) .....	5
24. TERMINATION FOR THE LABORATORY'S CONVENIENCE (OCT 2018).....	5
25. TITLE (OCT 2018).....	5
26. WARRANTY OF SERVICES .....	5
27. WARRANTY OF SUPPLIES.....	5
28-67. CLAUSES INCORPORATED BY REFERENCE .....	5-6

## **1. ACCEPTANCE (OCT 1999)**

Acceptance of this Purchase Order or contract (hereinafter called the "contract") must be in accordance with and strictly limited to these Terms and Conditions. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this contract.

## **2. ASSIGNMENT (OCT 1999)**

Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory; provided, that the contractor or its assignee's rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

## **3. FAR 52.242-13 – BANKRUPTCY (JUL 1995)**

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

## **4. CHANGES (OCT 2018)**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

## **5. CONDUCT OF EMPLOYEES (MAY 2022)**

The Contractor acknowledges the Laboratory's Code of Conduct and shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity. The Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Contractor shall immediately remove from the work any employee of the Contractor who, in the sole discretion of the Laboratory, fails to meet the expectations found in the Laboratory's Code of Conduct with respect to technical performance or personal conduct. The Laboratory's Code of Conduct may be found at <https://www.anl.gov/argonne-code-of-business-ethics-and-conduct>.

## **6. ENVIRONMENTAL PROTECTION (MAY 2001)**

In performing this contract, the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

## **7. EXCUSABLE DELAYS (AUG 2021)**

Time is of the essence for Contractor's performance. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Laboratory Procurement Official in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

## **8. EXPORT LICENSE AGREEMENT (AUG 2002)**

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export or re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if significant details are revealed. It is solely the contractor's obligation to obtain all appropriate export licenses, keep required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

## **9. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)**

Prior to use under this contract, all information technology shall be compliant with the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> commensurate with the mission of the contract and conducive to the research and development efforts of the Contractor. This requirement shall be included in all subcontracts, as appropriate, which are for information technology acquisitions.

## **10. INSPECTION/ACCEPTANCE (OCT 2018)**

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Laboratory may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Laboratory must exercise its post-acceptance rights-
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item unless the change is due to the defect in the item.

## **11. INTEGRATION CLAUSE (OCT 1999)**

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

## 12. LABORATORY SITE ACCESS, SAFETY AND HEALTH (JUL 2022)

In addition to any and all other environmental, health, and safety requirements contained in this Agreement, if the Contractor is performing work at a Laboratory site, as a precondition to performing such work Contractor must complete all Laboratory Site Access documents and requirements. Contractor shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Contractor must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Government and Laboratory, including the specific requirements of the Laboratory. In the event that the Contractor fails to comply with said regulations and requirements, Laboratory may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Contractor's activities at the Laboratory.

## 13. DEAR 970.5204-2 – LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Laboratory Procurement Official may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Laboratory Procurement Official shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Laboratory Procurement Official's notice, the Contractor shall advise the Laboratory Procurement Official in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Laboratory Procurement Official shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Laboratory Procurement Official shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the Laboratory Procurement Official, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

## 14. LIMITATION OF LIABILITY (OCT 2018)

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Laboratory for consequential damages resulting from any defect or deficiencies in accepted items.

## 15. MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONS (AUG 2021)

- (a) *Definitions.* As used in this clause—  
"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.  
"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).  
"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
- (b) The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C.7671g and 7 671h) as each or both apply to this contract.
- (c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by—
  - (1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA's SNAP program has identified other acceptable alternatives that have lower global warming potential;
  - (2) Preventing and repairing refrigerant leaks through service and maintenance during contract performance;
  - (3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service and as the equipment reaches the end of its useful life; and
  - (4) Using reclaimed hydrofluorocarbons, where feasible.
- (d) For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, that will be maintained, serviced, repaired, or disposed under this contract, the Contractor shall—
  - (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons added or taken out of equipment or appliances under this contract by—
    - (i) Type of hydrofluorocarbon (e.g., HFC-134 a, HFC-125, R-410 A, R-404 A, etc.); (ii) Contract number; (iii) Equipment/appliance; and
  - (2) Report that information to Mark Pfeiffer, email address: [mpfeiffer@anl.gov](mailto:mpfeiffer@anl.gov)— (i) No later than September 30 of each year during contract performance; and (ii) At the end of contract performance.
- (e) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.
- (f) The Contractor shall only use EPA certified technicians to perform work on refrigerant-containing appliances as outlined in 40 CFR Part 82 – Protection of Stratospheric Ozone.

- (g) The Contractor shall only use EPA certified recovery equipment on refrigerant-containing appliances as outlined in 40 CFR Part 82 – Protection of Stratospheric Ozone.
- (h) The Contractor shall perform maintenance and repair of refrigerant-containing appliances according to industry best practices and in conformance with 40 CFR Part 82 – Protection of Stratospheric Ozone.
- (i) The Contractor shall promptly notify the Laboratory of any refrigerant leak from a refrigerant-containing appliance upon discovery.
- (j) The Contractor shall properly dispose of refrigerant-containing appliances as outlined in 40 CFR Part 82 – Protection of Stratospheric Ozone.
- (k) The Contractor shall maintain and provide to the Laboratory the required records from maintenance, repair, and disposal of refrigerant-containing appliances as outlined in 40 CFR Part 82 – Protection of Stratospheric Ozone.

#### 16. OTHER COMPLIANCES (OCT 2018)

The contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

#### 17. OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (AUG 2021)

- (a) Definitions. As used in this clause–  
 “Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.  
 “High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).  
 “Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.  
 “Ozone-depleting substance,” means any substance the Environmental Protection Agency designates in 40 CFR part 8 as- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C.7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows: Warning: Contains (or manufactured with, if applicable) “\_\_\_\_\_”, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.  
*\*The Contractor shall insert the name of the substance(s).*
- (c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall–  
 (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by– (i) Type of hydrofluorocarbon (e.g., HFC-134 a, HFC-125, R-410 A, R-404 A, etc.); (ii) Contract number; and (iii) Equipment/appliance;  
 (2) Report that information to Mark Pfeiffer, email address: [mpfeiffer@anl.gov](mailto:mpfeiffer@anl.gov), (i) annually by September 30 of each year during contract performance; and (ii) at the end of contract performance.
- (d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.
- (e) The Contractor shall conform to EPA’s SNAP program requirements (available at <http://www.epa.gov/snap>) for new appliances. New appliances must contain an acceptable alternative for the use and type of appliance as determined by EPA. No new appliance will contain an Ozone Depleting Substance except as narrowly allowed by EPA.

#### 18. PAYMENTS (NOV 2020)

- (a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.
- (b) Property.  
 (1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for which cost the contractor is entitled to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.  
 (2) All INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661.

THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL- 661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.)

- (c) Submission of Transportation Documents. Upon the Laboratory’s request, the contractor shall submit to [ap@anl.gov](mailto:ap@anl.gov), transportation documents on which the United States will assume freight charges that were paid by the Contractor and added to the invoice for contractor supplied goods and/or services, or by a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services. Freight charges must reflect actual costs incurred.

#### 19. REAL ID SITE ENTRY REQUIREMENTS (AUG 2021)

Effective May 3, 2023, a REAL ID will be required to gain access to the Laboratory for individuals 18 years of age or older. The Laboratory’s site entry requirements and a link to information on REAL ID are available at <https://www.anl.gov/site-entry-requirements>. Failure to provide valid site access credentials or valid, REAL ID- compliant photo identification will result in denial of access to the site. The Laboratory is not responsible or liable for, and Contractor shall not attempt to invoice for, any delays or costs resulting from or arising out of site entry denial due to Contractor’s failure to comply with this provision.

#### 20. RISK OF LOSS (OCT 2018)

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Laboratory upon specified by shipping terms (Incoterms 2020), established in the contract.

- (1) Delivery of the supplies to a carrier if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Laboratory at the destination specified in the contract, if transportation is f.o.b. destination.

## **21. STATE AND LOCAL TAXES (APR 1984)**

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

## **22. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007)**

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure. Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat-treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials. *See Suspect/Counterfeit Bolt Headmark list on last page.*

## **23. TERMINATION FOR CAUSE (OCT 2018)**

The Laboratory may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Laboratory, upon request, with adequate assurances of future performance. In the event of termination for cause, the Laboratory shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Laboratory for any and all rights and remedies provided by law. If it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **24. TERMINATION FOR THE LABORATORY'S CONVENIENCE (OCT 2018)**

The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Laboratory using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

## **25. TITLE (OCT 2018)**

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

## **26. WARRANTY OF SERVICES**

The contractor warrants that all services performed under the contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements in this contract.

## **27. WARRANTY OF SUPPLIES**

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

**28. DEAR 952.203-70 – WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)** *Applies to work on DOE-owned or leased sites.*

**29. DEAR 952.225-71 – COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)**

**30. DEAR 970.5223-7 – SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)**

**31. DEAR 970.5245-1 – PROPERTY (AUG 2016)**

**32. FAR 52.203-6 – RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)(ALT 1)** *Applies to contracts greater than SAT.*

**33. FAR 52.203-12 – LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)** *Applies to contracts >\$150,000.*

**34. FAR 52.203-13 – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)** *Applies to contracts >\$6M with a performance period of more than 120 days.*

**35. FAR 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)** *Applies to contracts greater than SAT.*

**36. FAR 52.203-19 – PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

**37. FAR 52.204-14 – SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)** *Applies to contracts greater than SAT.*

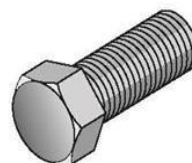
**38. FAR 52.204-21 – BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)** *Applies when contractor has Federal contract information residing in or transiting through its information system.*

**39. FAR 52.204-23 – PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

40. **FAR 52.219-8 – UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)** *Applies to contracts that offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the contractor must include this clause in lower tier subcontracts that offer subcontracting opportunities.*
41. **FAR 52.222-20 – CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (JUN 2020)** *Applies to contracts >\$15,000.*
42. **FAR 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (APR 2015)** *Applies if FAR 52.222-26 applies.*
43. **FAR 52.222-26 – EQUAL OPPORTUNITY (SEPT 2016)** *Applies if contractor is awarded more than \$10,000 in Federal contracts in the last 12 months.*
44. **FAR 52.222-35 – EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)** *Applies to contracts >\$150,000.*
45. **FAR 52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)** *Applies to contracts >\$15,000.*
46. **FAR 52.222-37 – EMPLOYMENT REPORTS ON VETERANS (JUN 2020)** *Applies to contracts >\$150,000.*
47. **FAR 52.222-40 – NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)** *Applies to contracts >\$10,000, performed in the United States.*
48. **FAR 52.222-41 – SERVICE CONTRACT LABOR STANDARDS (AUG 2018)** *Applies to contracts >\$2,500 and subject to the Service Contract Labor Standards statute.*
49. **FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS (NOV 2021)** *Applies to contracts >\$550,000 and is for supplies other than Commercial-off-the-shelf items, acquired outside of the United States, or for service performed outside the US.*
50. **FAR 52.222-51 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS (MAY 2014)**
51. **FAR 52.222-53 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (MAY 2014)****FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)** *Applies to contracts >\$3,500 for services or construction, where contract is performed in the United States.*
52. **FAR 52.222-62- PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)** *Applies if subject to Service Contract Labor Standards.*
53. **FAR 52.222.55 – MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JAN 2022)** *Applies if subject to Service Contract Labor Standards.*
54. **FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (AUG 2021)**
55. **FAR 52.223-12 - MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)**
56. **FAR 52.223-17 – AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)**
57. **FAR 52.223-18 – ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)** *Applies to contracts greater than the micro-purchase threshold.*
58. **FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).** *Applies if contractor is required to design, develop, or operate a system of records on individuals subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations.*
59. **FAR 52.224-2 PRIVACY ACT (APR 1984)** *Applies to contracts when contractor employees will have access to a system of records; create collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records.*
60. **52.224-3 – PRIVACY ACT TRAINING (JAN 2017)** *Applies to contracts when contractor employees will have access to a system of records; create collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records.*
61. **FAR 52.225-1 – BUY AMERICAN—SUPPLIES ( NOV 2021)**
62. **FAR 52.225-8 – DUTY FREE ENTRY (OCT 2010)** *Applies to contracts >\$15,000, and when foreign supplies are being imported.*
63. **FAR 52.225-13 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)**
64. **FAR 52.232-40 – PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)**
65. **FAR 52.244-6 – SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)** *Applies to subcontracts under this contract.*
66. **FAR 52.247-64 – PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (NOV 2021)**



# Suspect/Counterfeit Bolt Headmark List



Any bolt on this list should be treated as defective without further testing.

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:



Grade 5



Grade 8

Grade 5 fasteners with the following manufacturers' headmarks:



**MARK MANUFACTURER**

J Jinn Her (TW\*)



**MARK MANUFACTURER**

KS Kosaka Kogyo (JP)

Grade 8 fasteners with the following manufacturers' headmarks:



**MARK MANUFACTURER**

A Asahi Mfg. (JP)



NF Nippon Fasteners (JP)



H Hinomoto Metal (JP)



M Minamida Sieybo (JP)



MS Minato Kogyo (JP)



Hollow Infasco (CA, TW, JP, and YU)  
Triangle (Greater than 1/2-inch diameter)



E Daiei (JP)



**MARK MANUFACTURER**

KS Kosaka Kogyo (JP)



RT Takai Ltd. (JP)



FM Fastener Co. of Japan (JP)



KY Kyoei Mfg. (JP)



J Jinn Her (TW)



UNY Unytite (JP)

Grade 8.2 fastener with the following headmark:



**MARK MANUFACTURER**

KS Kosaka Kogyo (JP)

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:



Type 1



Type 2



Type 3

**MARK MANUFACTURER**

A325 KS Kosaka Kogyo (JP)

Headmarkings are usually raised – sometimes indented.

\*KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia